

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MISSION PHARMACAL COMPANY,

Plaintiff,

v.

MAINPOINTE PHARMACEUTICALS, LLC,

Defendant.

Case No. _____

COMPLAINT

The Plaintiff Mission Pharmacal Company (“Mission”) sues the Defendant MainPointe Pharmaceuticals, LLC (“MainPointe”), and alleges as follows.

THE PARTIES

1. Mission is a corporation organized under the laws of Texas with its principal place of business at 10999 Interstate Highway 10 West, Suite 1000, San Antonio, TX 78230. Mission is primarily engaged in the business of manufacturing, distributing and selling prescription and non-prescription pharmaceutical products.

2. MainPointe is a limited liability company organized under the laws of Kentucky, with its principal place of business at 2604 River Green Circle Louisville, KY 40206. MainPointe is primarily engaged in the business of sales and distribution of pharmaceutical products.

JURISDICTION AND VENUE

3. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 because Mission is a citizen of Texas, and on information and belief, MainPointe is a citizen of Kentucky, and the amount in controversy exceeds the sum or value of \$75,000.

4. Venue is proper in this Court

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

FACTS

5. On or about January 16, 2018, Mission and MainPointe [REDACTED]

[REDACTED]

[REDACTED]

6. [REDACTED]

[REDACTED]

[REDACTED]

7. [REDACTED]

[REDACTED]

[REDACTED]

8. MainPointe has, however, failed [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

¹ Capitalized terms not defined on the face of this Complaint have the meaning assigned to them in the APA.

[REDACTED]

[REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

10. [REDACTED]

[REDACTED]

[REDACTED]

11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. MainPointe did not [REDACTED]

14.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. MainPointe did not

[REDACTED]

16.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. MainPointe has not [REDACTED]

21. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22. This PBPP report was due from MainPointe to Mission [REDACTED]. In addition to not providing any [REDACTED] to Mission, MainPointe failed to provide to Mission [REDACTED]

[REDACTED]

23. Upon information and belief, the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

24. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

26. [REDACTED]

[REDACTED]

[REDACTED]

27. [REDACTED]

[REDACTED]

[REDACTED]

28. [REDACTED]

[REDACTED]

29. MainPointe has not paid [REDACTED]

[REDACTED] to Mission.

30. [REDACTED]

that MainPointe already failed [REDACTED]

31. On February 16 and 17, 2022, Mission provided MainPointe by email and national courier overnight delivery service with written notice [REDACTED]

32. Despite this notice and demand, as of the time of the filing of this Complaint, MainPointe remains in breach [REDACTED]

33. [REDACTED]

34. [REDACTED]

35. [REDACTED]

[REDACTED] from MainPointe to Mission are due to Mission at Mission's facilities in San Antonio, Texas.

36. [REDACTED]

37. To date, MainPointe has not [REDACTED]

38. [REDACTED]

39. Mission has timely and adequately performed its obligations [REDACTED]

COUNT I: BREACH OF CONTRACT [REDACTED]

40. This is an action for breach [REDACTED]

41. Mission repeats and incorporates by reference the allegations contained in Paragraphs 1 through 33, as well as paragraphs 38 and 39 of this Complaint, as if set forth fully at length herein.

42. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WHEREFORE, Mission respectfully requests that this Court:

- (a) Grant judgment in favor of Mission against MainPointe;
- (b) Order MainPointe to pay Mission an amount to be determined, including interest;
- (c) Order MainPointe to produce [REDACTED]
[REDACTED]; and
- (d) Grant Mission its legal fees, costs, and such other and further relief as the Court deems just and fair.

COUNT II: BREACH OF CONTRACT [REDACTED]

43. This is an action for breach [REDACTED]

44. Mission repeats and incorporates by reference the allegations contained in Paragraphs 1 through 5, and 34 through 39, as if set forth fully at length herein.

45. MainPointe has breached [REDACTED]

[REDACTED]

[REDACTED]

WHEREFORE, Mission respectfully requests that this Court:

- (a) Grant judgment in favor of Mission against MainPointe;
- (b) Order MainPointe to pay Mission an amount to be determined, including interest;

- (c) Grant Mission its legal fees, costs, and such other and further relief as the Court deems just and fair.

COUNT III: DECLARATORY JUDGMENT

46. This is an action for declaratory judgment pursuant to 28 U.S.C. § 2201, and for further relief pursuant to 28 U.S.C. § 2202.

47. Mission repeats and incorporates by reference the allegations contained in Paragraphs 1 through 33, as well as paragraphs 38 and 39 of this Complaint, as if set forth fully at length herein.

48. A justiciable and substantial controversy exists between Mission and MainPointe, the adverse parties to this action, regarding Mission's entitlement to [REDACTED]. This controversy is of sufficient immediacy and reality to warrant entry of declaratory judgment in this action, and such judgment would serve a useful purpose in clarifying and settling the legal relations between Mission and MainPointe, as well as affording Mission relief from the uncertainty, insecurity, and controversy giving rise to this action.

49. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

50. As explained in the preceding allegations, in addition to the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

51. Given that MainPointe has not paid to Mission the amounts that are overdue and unpaid from MainPointe to Mission and given that MainPointe evidently intends to not [REDACTED] [REDACTED] Mission requests further necessary or proper relief, pursuant to 28 U.S.C. § 2202, specifically, that this Court retain jurisdiction over this action to enable Mission to seek relief in this action to avoid the need for refiling serial cases and wasting the resources of this Court, the public, and the parties.

WHEREFORE, Mission respectfully requests that this Court declare that MainPointe is required to perform its obligations [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Mission further requests that this Court retain jurisdiction over this action so that in the event that MainPointe fails to perform its future obligations [REDACTED], and as confirmed by the Court's declaration, then Mission may file a motion and supporting affidavit to seek relief from this Court, which would avoid the need for serial litigation in separate cases.

[SIGNATURE ON NEXT PAGE]

Dated: New York, New York
May 23, 2022

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